

## BROKERS' CERTIFICATE OF INSURANCE

**CERTIFICATE NO: PAPIA15-0203**

We the Undersigned Insurance Brokers, hereby certify that the following described insurance is in force at this date, underwritten by certain Underwriters at Lloyd's and Company markets as per Contract Number B0309BA009460e

Consultancy Practice:	Mrs Carol Raison Chris Raison Associates Limited and/or Raison Foster Associates Limited 7 Riverford Croft Coventry CV4 7HB
Category of Consultancy:	The Assureds' Professional Business
Period of Insurance	16 August 2015 to 15 August 2016 Both dates inclusive
The limit of indemnity is at least:	
Professional Indemnity:	GBP 5,000,000 Any One Claim with Defence Costs in addition but GBP 5,000,000 in the aggregate including Defence Costs in respect of seepage, pollution or contamination and asbestos

The policy is subject to the insuring agreements, exclusions, conditions and declarations contained therein. The above is accurate at the date of signature. Should the above mentioned contract of insurance be cancelled, assigned or changed during the above Policy period in such manner as to affect this document, no obligation to inform the holder of this document is accepted by the undersigned or by the Insurers.



Signed: Matt Farman  
Director, Howden  
On behalf of Howden Insurance Brokers Limited

Dated: 29 July 2015

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B0309BA009460e to the undersigned by certain Underwriters at Lloyd's whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and by certain Insurance Companies, whose names and the proportions underwritten by them appear below, (all of whom are hereinafter referred to as "Underwriters"), and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Executors and Administrators and in respect of his due proportion only, to insure in accordance with the terms and conditions contained herein or endorsed herein. UNDERWRITERS hereby agree, to the extent and in the manner hereinafter provided, to indemnify the Insured in accordance with the terms and conditions contained hereunder or endorsed hereon.

PROVIDED always that:

- (1) the liability of the Underwriters shall not exceed the limits of liability expressed in the said **Schedule** or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf the Underwriters;
- (2) the liability of each of the Underwriters individually in respect of such loss shall be limited to the proportion set against its name.

PROFESSIONAL INDEMNITY  
**SCHEDULE**  
CERTIFICATE NO: PAPIA15-0203/A

- |    |                                                                                           |                                                                                                                                                                                         |
|----|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Name of <b>Assured</b> :                                                                  | Chris Raison Associates Limited and/or Raison Foster Associates Limited                                                                                                                 |
| 2. | Address of Practice:                                                                      | 7 Riverford Croft<br>Coventry<br>CV4 7HB                                                                                                                                                |
| 3. | <b>Certificate Period</b> :<br>From:<br>To:                                               | 16 August 2015<br>15 August 2016<br>Both dates inclusive                                                                                                                                |
| 4. | Limit of Indemnity:                                                                       | GBP 5,000,000<br>Any One Claim with Defence Costs in addition but GBP 5,000,000 in the aggregate including Defence Costs in respect of seepage, pollution or contamination and asbestos |
| 5. | The <b>Excess</b> which the <b>Assured</b> shall bear in respect of each and every claim: | GBP 2,500.00                                                                                                                                                                            |
| 6. | Retroactive Date:                                                                         | 16 August 1999                                                                                                                                                                          |
| 7. | Professional Indemnity Premium (inclusive of 6% Insurance Premium Tax)                    | GBP 11,236.00                                                                                                                                                                           |
| 8. | Date of questionnaire:                                                                    | 17 July 2014                                                                                                                                                                            |

9. Person to notify of any claim or **circumstance** in accordance with Section 5, Claims Conditions 5.1:

Mike Grant  
Weightmans LLP  
100 Old Hall Street  
Liverpool  
L3 9QJ

Telephone 0845 073 9900  
Facsimile 0845 073 9950  
email mike.grant@weightmans.com

10. Several Liability Clause – LMA5096

## SEVERAL LIABILITY CLAUSE

### **PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08  
LMA5096

**Notices:**

All claims and other enquiries should be addressed to:

Howden Insurance Brokers Limited  
71 Fenchurch St  
London EC3M 4BS

All complaints must be made in the first instance to Howden Insurance Brokers but if no satisfaction is received they can be referred to:

In respect of Lloyd's Underwriters per Contract B0309BA009460e:

Policyholder and Market Assistance  
Lloyd's Market Services  
One Lime Street  
London  
EC3M 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225

All Underwriters are regulated by:

Financial Conduct Authority (FCA)  
25 The North Colonnade  
Canary Wharf  
London E14 5HS

**IN WITNESS WHEREOF** this Certificate has been signed as follows:

As per Contract B0309BA009460e:-  
42% Lloyd's Syndicate AGD 2526  
20% Lloyd's Syndicate BAR 1955  
38% Dual Corporate Risks Limited on behalf of:  
25% Arch Insurance Company (Europe) Ltd  
75% Liberty Insurance Europe Ltd



Signed: Matt Farman  
Director, Howden  
On behalf of Howden Insurance Brokers Limited

Dated: 29 July 2015

# PROFESSIONAL INDEMNITY FOR THE ENGINEERING SCHEME

## THIS IS A CLAIMS MADE CERTIFICATE

The **Insured** has submitted a written proposal or questionnaire or renewal declaration to **Insurers** bearing the date shown in the schedule hereto containing particulars and statements which it is hereby agreed are the basis of this policy and are to be considered as incorporated herein.

### CHOICE OF LAW

Notice to the Proposer/**Insured**

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance is subject to English Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law,

The address is: Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, LONDON EC3M 7HA. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com) Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

### SECTION 1 INSURING CLAUSES

In consideration of the **Insured** having agreed to pay the premium shown in the schedule, **Insurers** agree, subject to the Certificate terms, Conditions, Extensions, Exclusions and Definitions, to indemnify the **Insured**:

#### 1.1 Civil Liability

for any **Claim** first made against the **Insured** during the **Certificate Period** in respect of any civil liability which arises in consequence of the conduct of **Professional Business** by the **Insured** or by any person, firm or company appointed by and acting for or on behalf of the **Insured**; and

#### 1.2 Dishonesty

for any **Claim** as a result of any dishonest, fraudulent, criminal, malicious acts or omissions by the **Insured** or by any person, firm or company appointed by and acting for or on behalf of the **Insured**.

Provided that

- a) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- b) no indemnity shall be provided for dishonest or fraudulent acts committed by any person after discovery by the **Insured** thereof or reasonable cause for suspicion of fraud or dishonesty on the part of that person
- c) no indemnity shall be provided for dishonest or fraudulent acts committed or condoned by any partner or director of the **Insured**
- d) the following shall be deducted from any amount payable by **Insurers**
  - (i) any monies which, but for such dishonest or fraudulent act or omission would be due from the **Insured** to the person committing or condoning such act or omission
  - (ii) any monies held by the **Insured** and belonging to such person
  - (iii) any monies recovered from any person committing or condoning any dishonest or fraudulent act or omission or from the estate and/or legal representatives of such person.

#### 1.3 Defence Costs

for **Defence Costs** in connection with any **Claim** or **Circumstance** and such **Defence Costs** are payable in addition to the **Limit of Indemnity**. In the event that a settlement or other payment has to be made to dispose of a **Claim** which exceeds the amount of the **Limit of Indemnity**, **Insurers'** liability in respect of **Defence Costs** shall be limited to the same proportion that the **Limit of Indemnity** bears to the amount of such settlement or other payment.

## SECTION 2      EXTENSIONS

### 2.1      **Loss of Documents**

If the **Insured** discover and notify to **Insurers** during the **Certificate Period** that any **Documents** which are the property of the **Insured** or in their care, custody control or in the care, custody or control of any other person to or with whom such **Documents** have been entrusted, lodged or deposited by the **Insured**, have been destroyed or damaged, or lost or mislaid and after diligent search cannot be found, **Insurers** will indemnify the **Insured** for reasonable and necessary costs and expenses in replacing, restoring or reconstituting any **Documents**.

### 2.2      **Libel and Slander**

This **Certificate** shall indemnify the **Insured** for all sums which the **Insured** may become legally liable to pay in respect of any **Claim** made against the **Insured** and notified to **Insurers** during the **Certificate Period** for libel, slander or defamation by reason of words written or spoken by the **Insured**, or any **Employee** in the conduct of **Professional Business**.

### 2.3      **Data Protection**

This **Certificate** shall indemnify the **Insured** for **Defence Costs** resulting from any prosecution first brought against the **Insured** or any **Employee** and notified during the **Certificate Period** which arises out of the conduct of **Professional Business** in respect of any offences or alleged offences under sections 21(1), 21(2), 22(6) or 47(1) of the Data Protection Act 1998.

### 2.4      **Housing Grants, Construction & Regeneration Act 1996**

This **Certificate** shall indemnify the **Insured** for liability attaching to the **Insured** arising under a decision of an adjudicator relating to **Claims** made against the **Insured** and notified to **Insurers** during the **Certificate Period** referred to adjudication in accordance with an adjudication clause contained in a contract, or implied by law in a contract, to comply with the Housing Grants, Construction & Regeneration Act 1996 or other similar adjudication clause subject always to the **Insured** complying with CLAIMS CONDITION 4.2 ADJUDICATION - SPECIAL NOTIFICATION CONDITION..

### 2.5      **Compensation for Court Attendance**

This **Certificate** shall provide compensation to the **Insured**, with the prior written consent of the **Insurers**, in the event that the legal advisers acting on behalf of the **Insured** require any of the **Insured**, or any other relevant party (not including expert witnesses), to attend Court or any arbitration or adjudication hearing as a witness of fact in connection with a **Claim** made against the **Insured** for which cover is provided under this **Certificate** at a rate of GBP500 per day.

### 2.6      **Infringement of Copyright or Patents**

This **Certificate** shall indemnify the **Insured** for any **Claim** made during the **Certificate Period** arising from any infringement of intellectual property rights (but not any patent or trade secret) including copyright, trademark, trade name, moral rights or an act of passing off.

### 2.7      **Joint Venture/Consortium/Working Arrangements/Joint Appointments**

This **Certificate** shall indemnify the **Insured** for any **Claim** made against them during the **Certificate Period** arising directly or indirectly from the **Insured** being involved in:

- a) a joint venture or consortium whether or not the joint venture or consortium is conducted through a separate legal entity; or
- b) any working arrangements that have been or are made with other firms or individuals or where there is a joint appointment held.

Any such joint venture, consortium, working arrangement or joint appointment does not require notification to **Insurers**.

## 2.8 Criminal Proceedings

This **Certificate** shall indemnify the **Insured** in respect of costs and expenses incurred and notified to **Insurers** during the **Certificate Period** with **Insurers'** prior written consent (not to be unreasonably withheld), in the defence of any criminal proceedings against the **Insured** arising from any alleged breach of any statutory regulation relative to building or construction works where such alleged breach arises in the course of the **Insured's Professional Business** and, provided that:

- (a) the circumstances giving rise to the proceedings could otherwise give rise to indemnity under this **Certificate**, and
- (b) in the reasonable belief of the **Insurers** the defence of such proceedings would assist in the defence of any claim against the **Insured** arising from such circumstances,
- (c) any subsequent or concurrent civil action arising out of a proceeding notified hereunder shall be deemed to be notified under this **Certificate**.

For these purposes "proceedings" includes an appeal against the outcome of any initial proceedings.

Notwithstanding anything contained in this **Certificate** to the contrary the **Insurers** shall not be liable under this Extension for the first GBP1,000 of each and every claim.

FURTHER it is understood and agreed that the Insurers will pay the costs and expenses incurred with the **Insurers'** written consent in the investigation, defence and/or settlement of any claim or adjudication provided Underwriters' liability for any one claim shall not exceed the sum stated in the **Schedule**.

## 2.9 Special Proceedings

This **Certificate** shall indemnify the **Insured** for any costs, charges and expenses which are incurred by the **Insured** with the prior written consent of **Insurers** for representation at any **Special Proceedings**.

If a notification is made in writing to **Insurers** by the **Insured** during the **Certificate Period** in relation to **Special Proceedings** then **Insurers** shall pay costs and expenses even if those **Special Proceedings** are instituted after the **Certificate Period**.

## 2.10 Honorary Position

This **Certificate** shall indemnify the **Insured** against liability incurred in connection with the conduct of **Professional Business** in honorary positions for and on behalf of Charities and Organisations.

### SECTION 3      LIMIT OF INDEMNITY AND EXCESS

The liability of **Insurers** in respect of Insuring Clauses 1.1 and 1.2 and Extensions 2.1 to 2.7 shall not exceed the **Limit of Indemnity** in respect of each **Claim** provided always that where more than one **Claim** arises from the same original cause or source all such **Claims** shall be deemed to be one **Claim** and only one **Limit of Indemnity** shall be payable in respect of the aggregate of all such **Claims**.

However, the liability of **Insurers** in respect of all **Claims** arising out of seepage, pollution or contamination and asbestos shall not exceed the **Limit of Indemnity** in the aggregate, inclusive of **Defence Costs**.

The liability of **Insurers** under Extensions 2.8 and 2.9 shall not exceed GBP250,000 in the aggregate.

**Defence Costs** shall not be the subject of any **Excess** but where the amount or potential amount of any **Claim** is less than the amount of the applicable each **Claim Excess**, the **Insured** shall bear all **Defence Costs** associated therewith unless **Insurers** have agreed to meet such **Defence Costs**.

However, where the amount or potential amount of any **Claim** subsequently exceeds the applicable each **Claim Excess**, all **Defence Costs** incurred, including such **Defence Costs** incurred by the **Insured** prior to the date that the amount or potential amount of the **Claim** exceeded the applicable each **Claim Excess**, shall be borne by **Insurers**.

### SECTION 4      EXCLUSIONS

This **Certificate** shall not indemnify the **Insured** in respect of:

#### 4.1      **Asbestos**

any liability arising out of, based upon, directly or indirectly resulting from or in consequence of, or in any way involving:

- a)            asbestos, or
- b)            any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.

This exclusion shall not apply to any **Claim** which arises as a direct result of a negligent act, negligent error or negligent omission in the conduct of the **Insured's Professional Business**.

#### 4.2      **Bodily Injury**

any claim arising out of, or in any way involving bodily injury, mental anguish or emotional distress, sickness, disease or death, provided that this exclusion shall not apply to **Claims** incurred as a result of a breach of professional duty in the conduct of the **Insured's Professional Business**.

#### 4.3      **Claims and Circumstances Known at Inception**

- a)    any **Circumstances or Claims** which have been notified under any other policy or certificate of insurance effected prior to the inception of this **Certificate**.
- b)    any **Circumstances or Claims** known or which in the reasonable opinion of **Insurers** ought to have been known by the **Insured** prior to the inception hereof and not disclosed to the **Insurers** at inception of this **Certificate**.

#### 4.4      **Computer Network and Data**

any **Claim** arising directly or indirectly out of:

- a)    corruption, erasure, theft, alteration of, or
- b)    access or lack of access to, or
- c)    interference with

electronically held data of the **Insured** wholly or partly caused by any computer virus or by any person who is not a partner, director or current **Employee** of the **Insured**.

#### 4.5      **Construction**

any **Claim** arising from any contract under which the **Insured** carries out or is responsible for any physical construction, maintenance, modification or repair work other than where such **Claim** arises directly from the provision by the **Insured** of any **Professional Activity and Duty**.



#### 4.6 **Contractual Liability**

any contractual liability arising from:

- a) acceptance of or guarantee of fitness for purpose where this appears as an express term; or
- b) any express guarantee including any relating to the period of a project; or
- c) any express contractual penalty; or
- d) any acceptance of liability for liquidated damages

where such is given or accepted as part of the **Insured's** terms of engagement, unless the liability of the **Insured** would have existed in the absence of the contractual obligations listed in a) to d) above or **Insurers** have expressly approved the contractual terms giving rise to the said liability.

#### 4.7 **Controlling Interest/Associated Companies**

any **Claim** by

- a) any parent or subsidiary company of the Insured or any company having the same parent company as the Insured or
- b) any other company in which the Insured has a majority shareholding in excess of 50% or
- c) any other company in common ownership with the Insured
- d) any joint venture or consortium partner

unless such claim emanates from an independent third party.

#### 4.8 **Employers' Liability**

any **Claim** arising out of bodily injury, sickness, disease or death sustained by any **Employee** whilst in the course of their employment for or on behalf of the **Insured**.

#### 4.9 **Excess**

the amount of the **Excess** shown in the schedule.

#### 4.10 **Investment Advice**

Any express or implied warranty or guarantee relating to the financial performance of any investment or portfolio of investments.

#### 4.11 **Ownership of Property**

any **Claim** arising solely and directly out of the ownership, use, occupation or leasing of property mobile and/or immobile by, to or on behalf of the **Insured**.

#### 4.12 **Market Fluctuation**

Any depreciation or loss of investment, which arises from fluctuations in any financial stock or commodity or other markets.

#### 4.13 **Nuclear Risks**

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; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 4.14 **Punitive or Exemplary Damages**

any fines, penalties, punitive or exemplary damages.

#### 4.15 **Supply of Goods**

any **Claim** arising out of the supply of any goods by the **Insured** or products manufactured, constructed, repaired, sold or supplied by the **Insured**. For the avoidance of doubt this exclusion does not apply to:-

- a) any design, advice, specification, prototype or displays provided by the **Insured** in the course of their **Professional Business**; or
- b) the commissioning, supply of any manufactured design (whether by the **Insured** or sub-contracted manufacture on behalf of the **Insured**) or specification undertaken by the **Insured** in the course of their **Professional Business** provided that there shall be no liability hereunder arising directly indirectly or in any way whatsoever from faulty manufacture, poor workmanship or negligence in the physical construction of such design or specification. For the avoidance of doubt liability arising by virtue of the **Insured** performing inspection duties in respect of designs manufactured or constructed by others is not excluded from the ambit of this **Certificate**

#### 4.16 Toxic Mould

any **Claim** arising out of:

- a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
- b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
- c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

**Insurers** will have no duty or obligation to defend any **Insured** with respect to any claim or governmental or regulatory order, requirement, directive, mandate or decree which, either in whole or in part, directly or indirectly, is for, based upon, relates to, or arises out of the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

#### 4.17 Trading Losses

Any **Claim** arising out of any trading losses or trading liabilities incurred by the **Insured** including loss of any business or custom.

#### 4.18 United States of America or Canada

- a) any legal proceedings instituted within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;
- b) any legal proceedings instituted to enforce a judgement obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;
- c) any **Claim** arising out of work carried out in offices of the **Insured** situated in the United States of America or Canada.

#### 4.19 War and Terrorism

any legal liability whatsoever arising from war, invasion, an act of terrorism, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Exclusion also excludes liability arising directly or indirectly, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the perils detailed in the paragraph above.

If **Insurers** allege that by reason of this Exclusion any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

In the event that any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### Special Exclusion - Sanctions Clause

It is agreed that this **Certificate** does not provide coverage and excludes any **Claim**, costs or expenses which would expose **Insurers** 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.

## SECTION 5 CLAIMS CONDITIONS

### 5.1 NOTIFICATION - INSURED DUTIES IN THE EVENT OF A CLAIM:

It is a condition precedent to **Insurers'** liability under the **Certificate** that:

- a) The **Insured** shall give notice to **Insurers** in accordance with Claims Condition 5.3 as soon as reasonably practicable but in any event not later than expiry of the **Certificate Period** of:
  - (i) any **Claim** made against the **Insured** sustained by the **Insured**
  - (ii) the discovery of, or any reasonable cause for suspicion of any dishonest or fraudulent act or omission on the part of any **Employee** or any person acting on behalf and with the authority of the **Insured**
- b) The **Insured** shall give notice to **Insurers** in accordance with Claims Conditions 5.3 as soon as reasonably practicable of any **Circumstance** but in any event not later than expiry of the **Certificate Period**.

**Insurers** agree that any such information notified to them during the **Certificate Period** which subsequently gives rise to a **Claim** after expiry of this **Certificate** shall be deemed to be a **Claim** first made during the **Certificate Period**.
- c) In respect of the coverage granted under Extension 2.1 the **Insured** shall give written notice to **Insurers** as soon as reasonably practicable in the event of physical loss or damage to any **Documents**.
- d) In respect of the coverage granted under Extension 2.6. the **Insured** shall give written notice to **Insurers** as soon as reasonably practicable of their intention to instigate an injunction or proceedings.
- e) In respect of the coverage granted under Extension 2.10 the **Insured** shall give written notice to **Insurers** as soon as reasonably practicable after becoming aware that a case directly affecting the **Insured** is being reviewed by any ombudsman.

### 5.2 ADJUDICATION - SPECIAL NOTIFICATION CONDITIONS:-

- a) It is a condition precedent to **Insurers'** liability under this **Certificate** that in respect of any adjudication for which indemnity is provided under Extension 2.4:
  - (i) the **Insured** shall notify **Insurers** in accordance with Claims Conditions 5.3 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;
  - (ii) the **Insured** shall not serve any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract without the prior written consent of **Insurers**.
  - (iii) the **Insured** will promptly supply **Insurers** with all details relating to any reference to adjudication, including copies of all documentation made available to the **Insured**, or subsequently by the **Insured** to the adjudicator;
  - (iv) the **Insured** will allow **Insurers** to appoint advisers and to have conduct of the adjudication as they deem appropriate and to co-operate with **Insurers** in the conduct of the adjudication; any appointments made by **Insurers** shall be at the **Insurers'** expense, but subject always to the application of the **Excess**;
  - (v) the **Insured** will meet any request, direction or timetable of the adjudicator so far as is reasonably practicable;
  - (vi) the **Insured** will institute legal or arbitration proceedings in accordance with the terms of the original contract to challenge or reopen or stay the enforcement of such adjudicator's decision if reasonably requested so to do by **Insurers** and to allow **Insurers** to appoint appropriate advisers as they may deem necessary to have conduct of such proceedings if appropriate. Any such steps made by the **Insured** shall be at **Insurers'** expense, but subject always to the application of the **Excess**;
  - (vii) the **Insured** will not agree to accept the decision of the adjudicator as finally determining the dispute without the prior consent in writing of **Insurers**.
- b) CONDITIONS RELATING TO THE CONTRACT:- The **Insured** must take reasonable steps in trying to negotiate that where expressed in the contract in writing the adjudication provisions in the contract shall:
  - (i) provide that the adjudicator must be independent of the parties to the dispute and do not provide that any matter or dispute will be referred to an adjudicator who is a party to the dispute or who is connected to any party to the dispute;
  - (ii) not allow for the adjudicator's decision to finally determine the dispute;
  - (iii) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations.
- c) Any dispute or difference arising under these SPECIAL NOTIFICATION CONDITIONS between the **Insured** and **Insurers** shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the Chairman of the Bar Council. The **Insurers** agree to pay the costs of such referral except in instances where Indemnity has been denied and the QC upholds such decision.

### 5.3 NOTICE

- a) Notice to **Insurers** under Claims Condition 5.1 and 5.2 shall be deemed to have been properly made if received in writing by:

Weightmans LLP  
100 Old Hall Street  
Liverpool L3 9QJ  
Telephone: 0845 073 9900  
Facsimile: 0845 073 9950  
Email: mike.grant@weightmans.com

- b) Notwithstanding Claims Condition 5.1 if this **Certificate** is renewed with the existing **Insurers** and if the **Insured** becomes aware of a **Claim** or discovers information which may give rise to a **Claim** and is unable, due to any reasonable cause, to give notice during the **Certificate Period**, **Insurers** will accept such notice up to 15 days after expiry of this **Certificate** provided always that the matter which is being notified first came to the **Insured's** attention during the **Certificate Period**.

### 5.4 CONDUCT OF CLAIM

- a) The **Insured** shall not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the **Insurers** who if they so wish shall be entitled to take over and conduct in the name of the **Insured** the defence and/or settlement of such claim for which purpose the **Insured** shall give all such information and assistance as the **Insurers** may reasonably require
- b) If the **Insured** and **Insurers** cannot agree a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution), the dispute will be resolved by reference to Queen's Counsel of the English Bar to be mutually agreed between **Insurers** and the **Insured** whose decision shall be binding. In resolving the dispute, the Queen's Counsel shall have due regard to the interests of both the **Insured** and **Insurers**. In the event of disagreement regarding the appointment of Queen's Counsel, the Queen's Counsel shall be appointed by the Chairman for the time being of the Bar Council. The costs of such an exercise shall be allocated by the agreed or appointed party on a fair and equitable basis.

### 5.5 FRAUDULENT CLAIMS

If the **Insured** shall make any **Claim** knowing the same to be false or fraudulent, as regards amount or otherwise, this **Certificate** shall become void and all **Claims** thereunder shall be forfeited.

## SECTION 6 GENERAL CONDITIONS

### 6.1 **Contracts (Rights of Third Parties) Act 1999**

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

### 6.2 **Instalment Premium Clause**

If the **Insured** so elects it is agreed that premiums are payable by instalments in accordance with the terms outlined in the Debit Note.

In the event of the **Insured** defaulting on their payment of instalment premiums or the **Insured** cancelling their Direct Debit during the **Certificate Period** and the premium not being paid in full, **Insurers** will, at their sole discretion, have the right to cancel this **Certificate** by notifying the **Insured**, via Howden Insurance Brokers Ltd, in writing.

In the event of cancellation, premium shall be payable to **Insurers** on a pro rata basis for the period the **Insurers** are on risk but the full **Certificate** premium shall be payable to **Insurers** in the event of a **Claim** being notified prior to termination.

### 6.3 **Other Insurance**

If at any time any **Claim** arises under this **Certificate** the **Insured** is, or but for the existence of this **Certificate** would be, entitled to indemnity under any other insurance, certificate or policies, **Insurers** shall not be liable except in respect of any sum in excess of the amount which would have been payable under such other insurance, certificate or policies had this **Certificate** not been effected.

### 6.4 **Previous Wording**

It is specifically agreed that the terms, conditions, exclusions and limitations of the previous Engineering Scheme Certificate wording (reference Howden Eng Scheme AOC 8-11) shall be substituted for and take precedence over any terms, conditions, exclusions or limitations contained herein which are less favourable to the **Insured**.

### 6.5 **Retroactive Date**

Where a retroactive date is specified in the schedule, this **Certificate** shall not indemnify the **Insured** in respect of the conduct of any **Professional Business** carried on by the **Insured** or by others acting on behalf of the **Insured** or for whom the **Insured** are responsible prior to the said retroactive date.

### 6.6 **Royal Institution of Chartered Surveyors (RICS)**

For any **Insured** who is a member of the RICS this **Certificate** is designed to be in compliance with the minimum insurance requirements of the RICS (the minimum requirements). In any dispute in connection with the terms, conditions, exclusions and limitations of this **Certificate** (the terms) where the terms do not meet the minimum requirements it is specifically understood and agreed that the minimum requirements shall take precedence over the terms which are less favourable to the **Insured**.

## SECTION 7 – SPECIAL CONDITION - INNOCENT NON-DISCLOSURE

**Insurers** will not exercise their right to avoid this **Certificate** or avoid any **Claim** hereunder where there has been or it alleged that there has been:

- a) non-disclosure of information of misrepresentation of facts; or
- b) incorrect particulars given and/or or statements made; or
- c) non disclosure or late notification of a **Claim**; or
- d) non disclosure of knowledge or receipt of intention to make a **Claim**; or
- e) non disclosure or late notification of a **Circumstance**

provided always that the **Insured** shall establish to **Insurers'** reasonable satisfaction that such alleged event referred to in a) to e) above was innocent and free of any fraudulent conduct or intent to deceive.

However, notwithstanding any rights that **Insurers** may waive by the inclusion of this extension, **Insurers** retain the right to modify the terms and conditions and premiums pertaining to this **Certificate** to reflect the basis on which the **Certificate** would have been underwritten had they been aware of the information.

In respect of this Condition only, the words 'during the **Certificate Period**' used in Insuring Clause 1.1. and wherever else the words may appear in this **Certificate** or endorsements attaching thereto shall not apply to any **Claim** which would fall into category c) or d) defined above.

In any case where the **Insured** could have notified under any preceding insurance any information as defined in Claims Condition 1 and the indemnity or cover available under this **Certificate** is greater or wider in scope than the indemnity to which the **Insured** would have been entitled under any such preceding insurance (whether with the **Insurers** participating on this **Certificate** or not) then **Insurers** participating on this **Certificate** shall only be liable to indemnify the **Insured** to the extent of the indemnity which would have been afforded by such preceding insurance.

Where the alleged non-disclosure has resulted in prejudice to the handling or settlement of any **Claim** the indemnity afforded by this **Certificate** in respect of such **Claim** (excluding **Defence Costs**) shall be reduced to such sum which, in **Insurers** reasonable opinion, would have been payable by them in the absence of such prejudice.

## SECTION 8: DEFINITIONS

### 8.1 Insured

Shall mean:

- a) the professional practice(s) whether corporate, sole trader, Partnership or Limited Liability Partnership named as the **Insured** in the schedule
- b) any predecessors in business/former firms of the professional practices referred to in a) above.
- c) any partner, member, director, principal or **Employee** of the **Insured** including any person appointed to such position during the **Certificate Period**
- d) any former partner, member, director, principal or **Employee** of the **Insured**
- e) the estate, heirs, personal representatives or trustees or assignees in bankruptcy of those persons mentioned in a), b) c) or d) above

### 8.2 Certificate

Shall mean the contents of this document together with the schedule incorporating all endorsements issued from time to time by the **Insurers** to attach to this insurance which shall be read together as evidencing the contract of insurance.

### 8.3 Certificate Period

Shall mean the period of insurance as specified in the schedule.

### 8.4 Circumstance

Shall mean any circumstance or event of which the **Insured** first becomes aware during the **Certificate Period** which may give rise to a **Claim** against them and is subject to the indemnity provided under this **Certificate**.

### 8.5 Claim

Shall mean:

- a) any demand for damages or compensation from or the assertion of a right against the **Insured**; or
- b) any notice of intention, whether orally or in writing, to commence legal proceedings against the **Insured**; or
- c) any communication with the **Insured** in whatsoever form invoking any Pre-action Protocols as may be issued and approved from time to time.

### 8.6 Defence Costs

Shall mean all costs and expenses incurred with the prior written consent of **Insurers** in the investigation, defence or negotiation of the settlement of any **Claim** or **Circumstance**.

### 8.7 Documents

Shall mean deeds, wills, agreements, maps, plans, records, books, letters, certificates, Computer System Records, forms, and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

### 8.8 Employee

Shall mean any person currently or previously employed under a contract of service with the **Insured** including partners, executive and non executive directors, consultants and temporary employees employed by the **Insured**.

### 8.9 Excess

Shall mean the sum stated in the schedule at item 5 in respect of each **Claim** which is payable by the **Insured**. Where, however, a series of **Claims** is made during the **Certificate Period** which arises from the same original cause then only one **Excess** shall apply in respect of all **Claims** resulting from that original cause.

### 8.10 Insurers

Shall mean the Insurers named in the schedule.

### 8.11 Limit of Indemnity

Shall mean the sum stated in the schedule at item 4.

### 8.12 Professional Activity and Duty

The performance by the Insured of any professional:

- a) design or specification, or
- b) advice, instruction or proposals, or
- c) supervision of construction, or
- d) feasibility study including work in relation to applications for planning consent, or
- e) surveying, or
- f) CDM co-ordinating services, or
- g) estimation of construction costs.

### 8.13 Professional Business

Shall mean advice given or services performed of whatsoever nature by or on behalf of the **Insured** in their professional capacity and shall include advice given or services performed in their professional capacity for which no fee has been charged.

### 8.14 Special Proceedings

Shall mean any official investigation, examination, tribunal or other proceedings ordered or commissioned by any official body or institution that is legally empowered by statute to investigate the affairs of the **Insured** and is commenced by a written notice sent by that official body or institution to the **Insured**.

## **Explanatory note — Conditions Precedent and Warranties - duties of the Insured**

### **Warranties**

Warranties are important provisions contained in your insurance contract and must be exactly complied with at all times. Breach of a warranty may, depending on the law under which the contract is interpreted, entitle **Insurers** to terminate the contract from the date of that breach, and in some instances may mean that the contract does not come into effect at all. This is the position regardless of whether there is any connection between the warranty breached and any loss which leads to that breach becoming evident. Specific reference to a Warranty can be found in this **Certificate** in the conditions listed below. However, please note a warranty may exist in the contract using other terminology and without reference to the word “warranty”. For example you may have completed a proposal/application form and deemed to have warranted the accuracy of information provided, such that any inaccuracy will constitute a breach of warranty.

### **Conditions Precedent to Insurers' Liability**

There are two types of condition precedent. If a condition precedent to the validity of this contract or the commencement of the (re)insurance is not complied with, the insurer will not come on risk. If a condition precedent to the insurer's liability under this contract is not complied with, the insurer will not be liable for the loss in question. Specific reference to Conditions Precedent can be found in this **Certificate** in the conditions listed below. However, please note a condition precedent may exist in the contract using other terminology and without reference to the words “condition precedent”.

### **Section 5 Claims Conditions**

- 5.1 Notification - Insured Duties in the event of a Claim:
- 5.2 Adjudication – Special Notification Conditions