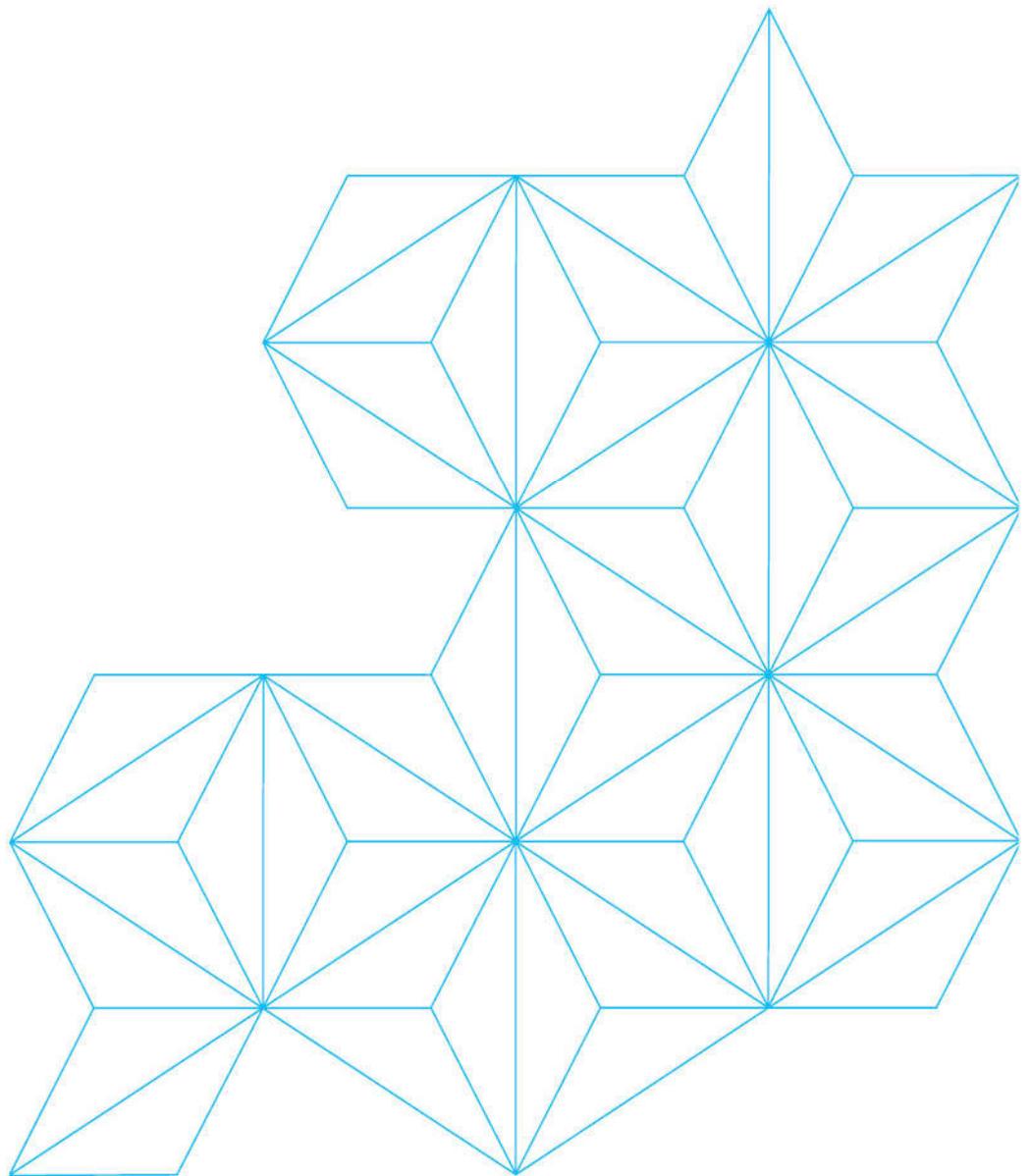


**Engineers Professional Indemnity
Insurance Certificate for
Chris Raison Associates Limited and/or
Raison Foster Associates Limited**



PROFESSIONAL INDEMNITY INSURANCE

This is to Certify that in accordance with the authorisation granted under the Contract No B1161LS07520 to the undersigned by certain Insurance Companies (hereinafter known as “Insurers”), whose names and the proportions underwritten by them are shown below, and in consideration of the premium specified herein, are hereby bound, each for their own part and not one for another, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Provided that each Insurer’s liability shall not exceed that percentage of the risk shown against its name.

The Insurers hereby agree, to insure against loss including but not limited to associated expenses specified herein, if any, to the extent and in the manner herein provided.

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.

In Witness whereof this Certificate has been signed on 22nd September 2021 by



Authorised Coverholder’s Representative

On behalf of:

Howden Insurance Brokers Limited
One Creechurch Place
London EC3A 5AF

The Insured is requested to read this Certificate and, if it is incorrect, return it immediately for alteration.

PROFESSIONAL INDEMNITY INSURANCE

IMPORTANT NOTICES FOR THE POLICYHOLDER:

It is very important that you read the attached contract fully and with care to ensure you understand all the terms and conditions. We would, however, draw your attention to the following specific matters:

Duty of Fair Presentation: We take this opportunity to remind you that, under English law, it is your duty to make a fair presentation of the risk. A 'fair presentation' includes:

- clearly disclosing all material circumstances which the insured's senior management, including persons responsible for the insured's insurance, know or ought to know following a reasonable search or which is sufficient to make the insurer ask questions about the risk. In addition, you have a duty to disclose information in a manner which is clear and accessible. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed;
- disclosing information in a manner which is clear and accessible to a prudent insurer (i.e. no 'data dumping');
- ensuring that material representations as to matters of fact are substantially correct and material representations as to matters of expectation or belief are made in good faith.

Disclosure requirements differ from jurisdiction to jurisdiction and it is not possible to summarise them all in this document, however, you should be aware that in all jurisdictions, failure to disclose material information, whether in answers given in any proposal form or by other means, may entitle an Insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- proportionately reduce the amount of any claim payable.
- claim against you for the recovery of any amounts that Insurers are still legally required to pay to injured third parties.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied, and
- continuously for the duration of the contract, if your contract wording so stipulates.

What is "Material"?:

A circumstance is material if it would influence an Insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material, we would recommend that you disclose it. If it comes to your attention that you may have not disclosed full and accurate information, you should contact us immediately for assistance.

Warranties: Warranties are important provisions contained in your policy and must be exactly complied with at all times. Breach of a warranty may suspend your policy. Insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word 'warranty'. It is very important that you read the full policy carefully and, if you are unsure of, or are unable to comply with, any provisions, please contact us immediately.

PROFESSIONAL INDEMNITY INSURANCE

Conditions Precedent: There are two types of condition precedent which have different effects:

- 1) A condition precedent *to the validity* of this contract or to *the commencement of the risk*, which, if not complied with means the Insurer will not come on risk.
- 2) A condition precedent to the *Insurer's liability under this contract* means the Insurer may not be liable for a particular claim.

General Liability:

General Extensions:

6 Housing Grants Construction and Regeneration Act 1996

7 Bona Fide Sub Contractors Condition 2005

8 Re-Wage Extension – General Conditions attaching to this Extension Conditions 1, 2, 3 and 4

General Conditions Attaching to This Insurance – Conditions 1, 2 and 3

Subjectivities: Should this insurance be subject to any specific conditions being complied with or information being provided to insurers by a certain date, they will be detailed under the heading "Subjectivities". Please ensure you comply with any requirements appearing there within the stated timescale as failure to do so may prejudice your coverage. If you cannot comply with the terms, you must notify us in good time.

Notification of any information, including as outlined above, or any queries you may have about your insurance contract should, in the first instance, be notified to your broker.

Notification of any claims: All claims or circumstances which may potentially lead to a claim must be notified promptly. The prompt notification of claims is a requirement of all insurance contracts. **Please ensure you are familiar with the claims notification procedure contained in this contract and in particular any time constraints as failure to comply with this might prejudice your position should a claim occur.** Our specialist, in-house claims team is here to help you. They are contactable by telephone but please note that any claims or circumstances which may potentially lead to a claim must be notified in writing, either to The Claims Department, Howden Insurance Brokers Limited or by email to your Account Executive.

Complaints: If you wish to make a complaint you may do so by contacting any member of our staff by whatever means is convenient to you. If you cannot settle your complaint with us to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS can be contacted by accessing the website www.financial-ombudsman.org.uk or telephoning 0800 0234567 or 0300 1239123.

PRIVACY POLICY

In line with the new data protection laws which came into force on 25th May 2018, we have made changes to our Privacy Policy. You can view this policy on our website; www.howdengroup.com/en/privacy-policy or you may request a copy from your usual Howden contact.

Some of our third parties, who may be your Insurers, will also be Data Controllers, and will handle your personal data in accordance with their own privacy policies. On specific request we will be able to provide you with weblinks to your Insurer(s)' own Privacy Policies, or, should you require, actual copy(ies) of the document(s).

EXPRESS WARRANTIES

None other than any which may exist in the contract wording. Please read your contract carefully. Warranties are important provisions contained in the policy and must be exactly complied with at all times. Breach of a warranty could result in the suspension of this contract. Insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy).

PROFESSIONAL INDEMNITY INSURANCE

Attaching to and forming part of Certificate No: P21A260925P

ENGINEERS PROFESSIONAL INDEMNITY INSURANCE SCHEDULE

Certificate No: P21A260925P

1. **Name of the Insured(s):** Chris Raison Associates Limited and/or Raison Foster Associates Limited
2. **Address of Practice:** 7 Riverford Croft
Coventry
CV4 7HB
3. **Certificate Period:** From: 10th September 2021
To: 9th September 2022
Both Days Inclusive Local Standard Time at the address stated above
4. **Limit of Indemnity:** GBP 2,000,000 in the aggregate including **Defence Costs**
5. **The Excess:** GBP 2,500 to be borne by the Insured in respect of each **Claim**
6. **Retroactive Date:** 16th August 1999
7. **The Premium:** GBP 7,500.00 plus GBP 900.00 Insurance Premium Tax
8. **Date of Proposal Form:** 13th July 2021
10. **Person to be Notified:** Person to notify of any claim or circumstance in accordance with Section 5:

Jon Stayte
Howden Insurance Brokers Limited, One Creechurch Place, London, EC3A 5AF
Telephone: 020 7133 1300
Email: Jon.Stayte@howdengroup.com

DUAL Corporate Risks Limited on behalf of:

Insurers: 100% Liberty Mutual Insurance Europe SE
As per Contract No: B1161LS07520
100.000% of 100.000% order

PROFESSIONAL INDEMNITY INSURANCE

Contract Wording:

Professional Indemnity for the Engineering Scheme wording (Engineers Scheme AGG)

Plus the following additional Endorsements:

Certificate Memorandum

United States Of America And Canada Conditions Clause

Combustibility Exclusion

PROFESSIONAL INDEMNITY INSURANCE

Certificate Memorandum

It is hereby understood and agreed that:

i. Wherever the term "Policy" appears herein, it is deemed to read "Certificate".

ii. All disputes and enquiries regarding this Certificate shall be addressed to:

Howden Insurance Brokers Limited
One Creechurch Place
London
EC3A 5AF

All claims shall be addressed to:

Jon Stayte
Howden Insurance Brokers Limited,
One Creechurch Place
EC3A 5AF

Telephone: 020 7133 1300

Email: jon.stayte@howdengroup.com

iii. All complaints must be made in the first instance to Howden Insurance Brokers Limited, but if no satisfaction is received they will be referred, by Howden Insurance Brokers Limited, to the relevant Insurers' Complaints Departments for Insurers to respond to you accordingly.

iv. All complaints regarding Lloyd's underwriters must be made in the first instance to Howden Insurance Brokers Limited but if no satisfaction is received they can be referred to:

Complaints
Fidential House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Email: complaints@lloyds.com

Telephone: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

v. Insurers are regulated by the

Financial Conduct Authority (FCA)
12 Endeavour Square
London
E20 1JN

vi. Howden Insurance Brokers Limited acts as agent for the Underwriters in performing its duties under the Contract.

Subject to all the other terms and conditions of this Policy

PROFESSIONAL INDEMNITY INSURANCE

United States Of America And Canada Conditions Clause

Any claim made or legal proceedings made within the United States of America and/or Canada and /or territories which come under the jurisdiction of the United States of America and/or Canada including the enforcement by courts of any other country of any judgment originally obtained in any court of the United States of America and/or Canada and/or territories which come under the jurisdiction of the United States of America and/or Canada shall be subject to the following conditions and exclusions:-

Conditions

- (i) The maximum amount payable in respect of all claims made under this policy shall not exceed in the aggregate the sum insured specified in the schedule.
- (ii) Any costs and expenses incurred during the investigation, defense and settlements of claims shall be included with the annual aggregate limit and deductible as specified in the schedule.

Exclusions

This Policy shall not apply to:-

- (i) Any punitive and/or exemplary damages awarded against the Insured.
- (ii) Claims based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.
- (iii) Claims arising out of any actual or alleged violations of the Racketeer Influenced and Corrupt Organization Act 18 USA Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder.
- (iv) Claims arising out of actual or alleged violation of any of the provisions of the Securities Act 1934 or any similar Federal or State law or any common law relating thereto.
- (v) Claims arising out of seepage, pollution and/or contamination howsoever caused.

All other Terms, Conditions and Exclusions remain unchanged

Combustibility Exclusion

This Certificate shall not indemnify the Insured in respect of any Claim or loss arising directly or indirectly out of or in any way involving the combustibility, or failure to meet fire safety requirements, of any cladding, glazing, doors, external wall system and/or internal wall system of any building or structure, including any component or material used in the manufacture, assembly or construction thereof.

All other terms, conditions, exclusions and limitations of this Certificate remain unaltered.

PROFESSIONAL INDEMNITY INSURANCE

IMPORTANT INFORMATION ABOUT YOUR INSURER

An insurer under this policy is Liberty Mutual Insurance Europe SE (**LMIE**).

On 1 March 2019, LMIE transferred its corporate seat from the UK to Luxembourg.

LMIE's corporate information with effect from 1 March 2019 is as follows:

Name	Liberty Mutual Insurance Europe SE
Company Number	B232280 (Registre de Commerce et des Sociétés)
Registered office	5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg
Supervisory authority	Commissariat aux Assurances, 7, boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg

Any communication concerning this policy, including for claims or complaints, may be directed to:

- (i) your broker (all policyholders);
- (ii) LMIE's new Luxembourg registered office (all policyholders);
- (iii) the LMIE branch that issued your policy (if your policy was issued through one of LMIE's branches in the EEA or Switzerland); and
- (iv) LMIE's UK branch at its current UK registered office address (if your policy was issued by LMIE in the UK).

LMIE is authorised and regulated by the Luxembourg Commissariat aux Assurances. LMIE will initially passport into the UK on an establishment basis and its UK branch will then be subject to limited regulation by the Financial Conduct Authority (**FCA**) and the Prudential Regulation Authority (**PRA**). If, as a result of Brexit, the UK leaves the EEA single market for insurance on 29 March 2019 or at the end of an implementation period agreed between the UK and the EU, LMIE's UK branch will be authorised by the PRA and the FCA as a third country branch.

Please note that complaints with respect to LMIE's UK branch may continue to be referred to the UK Financial Ombudsman Service, assuming there is no change in the law. Complaints with respect to LMIE's activities may also be referred to the following bodies:

- the Commissariat aux Assurances;
- the National Consumer Ombudsman Service (Service national du Médiateur de la consommation); and
- the Médiateur en assurance.

Please note that if you are a policyholder located outside Luxembourg or the UK, if permitted by the laws in your country, you may also refer complaints to the competent complaint body in your jurisdiction.

Neither the insurer nor the insured will have any right to terminate the policy, or take any other action, and nor will any party's rights or obligations in any way be changed, on the basis of the foregoing having occurred.

PROFESSIONAL INDEMNITY INSURANCE

PROFESSIONAL INDEMNITY FOR THE ENGINEERING SCHEME THIS IS A CLAIMS MADE CERTIFICATE

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 Howden Insurance Brokers Limited. If following any complaint you remain dissatisfied, Howden Insurance Brokers Limited will refer your complaint to the relevant Insurers' Complaints Departments for Insurers to respond to you accordingly.

All complaints regarding Lloyd's underwriters should also be made in the first instance to Howden Insurance Brokers Limited but if your complaint is not satisfied it can be referred to:

The Complaints Team, Lloyd's Market Services, One Lime Street, London, EC3M 7HA

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

SECTION 1 INSURING CLAUSES

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.

PROFESSIONAL INDEMNITY INSURANCE

1.3 Defence Costs

for **Defence Costs** in connection with any **Claim** or **Circumstance** and such **Defence Costs** are included within the **Limit of Indemnity**.

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.

PROFESSIONAL INDEMNITY INSURANCE

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**.

The maximum amount payable by **Insurers** under this Extension 2.9 shall not exceed the **Limit of Indemnity** stated in item 4 b) of the schedule.

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.

PROFESSIONAL INDEMNITY INSURANCE

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 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. These sub-limits are included within and not in addition to the **Limit of Indemnity**.

Insurers shall only pay in excess of the amount stated as the **Excess** in the schedule. Such amount includes **Defence Costs** and such amount is to be borne by the **Insured** and is not to be insured.

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

PROFESSIONAL INDEMNITY INSURANCE

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.

PROFESSIONAL INDEMNITY INSURANCE

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.

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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

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SECTION 5 CLAIMS CONDITIONS

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

- 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) 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 **3 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 **Insurer's** 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**.

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- 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:

Jon Stayte
Howden Insurance Brokers Limited,
One Creechurch Place, London
EC3A 5AF
Telephone: 020 7133 1300
Email: jon.stayte@howdengroup.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, **Insurers** shall not be liable to pay such **Claim** and notice shall be given to the **Insured** to terminate this **Certificate** from the date of the fraudulent act.

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 Limited, 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 Howden Engineering Scheme Certificate wording 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**.

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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.

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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 Principal Address

Shall mean the office shown in item 2 of the schedule and shall include any other office of the **Insured** unless stated otherwise.

8.13 Professional Activity and Duty

The performance by the Insured of any professional:

- a. design or specification, or
- b. advice, instruction or proposals, or

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- 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.

8.14 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.

8.15 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**.