

## Summary of Professional Indemnity Insurance for Members of the Royal Town Planning Institute

<b>Insurer</b>	QBE Insurance (Europe) Limited
<b>Scope of cover</b>	Indemnity for the Insured's Civil liability for claims made during the period of insurance arising from services (including the giving of advice) which are undertaken by members of the Royal Town Planning Institute (or have otherwise been declared to Insurers)
<b>Limit of Indemnity</b>	Applies on an any one claim basis (in the aggregate during the Period of Insurance in respect of any claim based upon or arising out of or in consequence of or in any way involving seepage pollution or contamination – please note that an 'inner-limit' may apply which will be detailed in your quotation)
<b>Defence Costs</b>	Legal Defence costs incurred in defending a claim will be paid in addition to the limit of indemnity other than in respect of pollution, asbestos or cyber liability claims, where Legal Defence costs will be paid within the limit of indemnity
<b>Policy Excess</b>	The policy excludes, in respect of each and every claim, the amount specified in the Schedule of Insurance and/or Policy Document
<b>Retroactive Date</b>	Cover is provided in respect of the activities declared to Insurers undertaken on or after the Retroactive Date specified in the Schedule of Insurance. If no Retroactive Date is specified, cover is provided in respect of the activities declared to Insurers undertaken since the Insured commenced trading.
<b>Geographical Limits</b>	Worldwide
<b>Jurisdiction</b>	Worldwide excluding USA/Canada
<b>Principal Extensions</b>	<p>£250,000 in the aggregate for Asbestos claims caused by a negligent act, negligent error or negligent omission in the conduct of the Insured's professional business</p> <p>£250,000 for any single award or series of awards attributable to the same originating cause by an Ombudsman</p> <p>£250,000 in the aggregate for Cyber Liability</p> <p>£250,000 in the aggregate for Loss of Documents</p> <p>£100,000 in the aggregate for prosecution defence costs for criminal proceedings arising from an alleged breach of any statutory regulation relative to building or construction works arising out of the conduct of the Insured's professional business</p> <p>£100,000 in the aggregate for defence costs incurred under Estate Agents and Health &amp; Safety Legislation</p> <p>£10,000 in the aggregate for Legal Representation costs</p> <p>£300 per day for any principal, partner or director and £150 per day for any employee up to £10,000 in the aggregate for Court Attendance</p>
<b>Principal Exclusions</b>	<p>Any claim or circumstance the Insured was or should have been aware of prior to the inception of this policy</p> <p>Any claim or circumstance that arises out of the conduct of Professional Business prior to the retroactive date of the policy</p> <p>Any decision made against the Insured by an adjudicator who was not independent of the parties to the dispute or any claim arising out of or related to any adjudication which contains more onerous timetable provisions than those of the Scheme for Construction Contracts referred to in the Housing Grants Construction &amp; Regeneration Act 1996</p>

Any arbitration award made in respect of any claim or counterclaim where the seat of the arbitration was located outside England, Wales, Scotland or Northern Ireland unless that seat was agreed to by Insurers

Asbestos other than as covered by the policy

Contractual liability incurred by the Insured in the conduct of Professional Business as a result of:-

- (a) The acceptance by the Insured of an obligation, or the guarantee by the Insured, of fitness for purpose where this appears as an express term
- (b) Any express guarantee given by the Insured including any relating to the period of a project
- (c) Any express penalty contained in a contract between the Insured and a third party
- (d) Any express acceptance by the Insured of liability for liquidated damages

Any liability arising out of the assignment of a Collateral Warranty or Duty of Care Agreement to more than one party, other than those given to a financier or funding party (not purchaser or tenant) where a total of two assignments is permissible. This exclusion is only applicable to contractual liabilities entered into on or after 1<sup>st</sup> October 2001 and shall not apply if such liability would have attached to the Insured in the absence of any such express agreement or Insurers have expressly approved the contractual terms or, in the case of a Collateral Warranty or Duty of Care Agreement, the British Property Federation or Construction Industry Council's current or former standard collateral warranty wording is used

Any claim brought by either any entity in which the Insured exercises a controlling interest or any entity exercising a controlling interest over the Insured, unless such claim emanates from an independent third party

Directors & Officers Liability

Dishonesty or fraud of any Insured unless a claim arises by reason of and was solely and directly caused by the dishonest and/or fraudulent act of any past or present partner, director, member, consultant or employee of the Practice which cause any client of the Insured to suffer loss

Any claim arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time

Fines, penalties, punitive, multiple or exemplary damages

Insolvency or bankruptcy of the Insured other than claims in respect of monies held on behalf of third parties or trading losses or trading liabilities incurred by the Insured

Bodily injury of any employee whilst in the course of their employment for or on behalf of the Insured

Liability arising out of employment

Ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft, hovercraft, motor vehicle or trailer, buildings, structures, premises, land or property (both mobile or immobile) or that part of any building leased, occupied or rented by the Insured

Any claim relating to the financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss is as a result of normal or abnormal fluctuations in any financial stock, commodity or other markets which are outside the influence or control of the Insured

Any Ombudsman Award other than as covered by the policy

The supply of any goods by the Insured or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by the Insured other than project models or displays

Surveys and Valuations unless undertaken by a properly qualified and experienced person (refer to Policy Document for full details)

Any work in connection with any contract performed outside the geographical limits

	<p>Any claims brought in, or subject to the laws of, the USA or Canada</p> <p>Loss of documents stored on a computer system unless such documents are duplicated so that the duplicate can be used as the basis for restoring the documents</p> <p>Losses arising from Electronic Data Recognition, Computer Virus, War, Terrorism, Radiation or Nuclear contamination</p> <p>The Insurer shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.</p>
<p><b>Claims Conditions (Precedent to Liability)</b></p>	<p>As the policy is written on a "claims made" basis, it is essential that the Insured notify any matter that may arise in a claim being made against the Insured <b>as soon as the Insured become aware of it</b>. This includes:-</p> <ol style="list-style-type: none"> <li>1.) The discovery of, or any reasonable cause for suspicion of, any dishonest or fraud on the part of any past or present partner, director, member, employee or consultant of the Practice</li> <li>2.) An occurrence that may require representation at a properly constituted hearing, tribunal or proceeding which might give rise to a claim</li> </ol> <p>It is a condition of the policy that the Insured notify Insurers <b>within 2 working days</b> of receipt of any <b>notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract</b> and that the Insured will not serve any of these notices without the prior written consent of Insurers unless, in the Insured's reasonable opinion, service of such notices will not give rise to a claim.</p> <p><b>Failure to notify a circumstance of which the Insured becomes aware, during the policy period, will result in any subsequent claim being uninsured</b></p> <p>It is a condition of the policy that the Insured provide notification to the Insurers Claims Notification Line by telephone, e-mail, fax or post. Contact details are provided within the policy schedule.</p> <p><b>The Insured shall not admit liability for or make, offer or promise any payment in connection with any claim without the Insurers written consent.</b></p>

**This is intended as a brief summary only and in no way purports to replace the terms and conditions of the policy.**