

Allianz Insurance plc

Complete Professional Indemnity

Policy Details
(including Policy Overview pages 1–4)

Surveyors



Chartered

Allianz 

Policy Overview

This is a Policy Overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What is Professional Indemnity Insurance?

Professional Indemnity insurance covers your legal liability arising from your professional services in the event that a third party claims to have suffered a loss as a result of your professional negligence.

Professionals may owe a duty of care to anybody who might reasonably rely upon the service or advice they have provided. In today's commercial world, clients expect high standards of service and are more inclined to resort to litigation when such standards have not been met.

Professional Indemnity insurance is designed to provide protection against such claims, providing an indemnity for damages which are awarded against your business, for legal costs in defending the claim and for costs that may be awarded against you subject to the policy terms and conditions.

Any business or person who provides services such as advice, design, or offers their skills or knowledge services in a professional category should consider Professional Indemnity insurance.

This Professional Indemnity insurance Policy is underwritten by Allianz Insurance plc.

What is the policy duration?

This policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable. Start and end dates of the policy are detailed in the policy schedule.

How do I cancel the contract?

You have the right to cancel the policy and receive a return of premium paid, less an administration charge of £50 and an amount representing the cover you have received to date.

This is subject to certain terms and conditions, full details of which can be found in the policy wording. To cancel the policy, please contact the insurance adviser who arranged the policy.

How do I make a complaint?

Allianz aim to get it right, first time every time. If we make a mistake we will try to put it right promptly.

Allianz will always confirm to you receipt of your complaint within 5 working days and do our best to resolve it within 4 weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within 8 weeks we will provide you with information about the Financial Ombudsman Service.

If you have a complaint about anything other than the sale of the policy, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: **01483 552438**

Fax number: **01483 790538**

Email: **accasm@allianz.co.uk**

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

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

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address:

accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Would I receive compensation if Allianz were unable to meet its liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

How do I make a claim?

If you need to claim, your dedicated claims handler will help and guide you through the process.

You can notify us of a claim by:
Telephone: **0344 893 9500**

Our claims helpline is available 24 hours a day, 7 days a week.

Post: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

Please have your policy number to hand and as much information about the claim as possible. For further information please see page 5.

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

Law Applicable

Unless agreed otherwise all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

Core Cover

Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant's costs and expenses incurred) arising in connection with your professional services including:-
 - breach of professional duty
 - infringement of copyright or intellectual property rights
 - breach of confidentiality
 - defamation
 - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An Excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Specialist Consultants Cover** – claims resulting from any wrongful act of your specialist consultants, designers or subcontractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Appointed Representatives Cover** – cover extends to include an appointed representative, and the employees of an appointed representative, engaged in the performance of your professional services.
- **Asbestos Cover** – claims in connection with, based upon or attributable to the presence or release of asbestos containing materials. Cover is subject to a sub-limit of liability of £250,000 any one claim and in the aggregate.
- **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.
- **Health & Safety Legislation Cover** – reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim.

Significant Features and Benefits

Provided that we shall not be liable to pay:

- a) unless the proceedings shall have arisen from a Wrongful Act committed by you in the performance of your professional services; or
- b) where there is a subsequent plea of finding of guilt on the part of you; or
- c) where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 any one claim and in the period of insurance.

- **Cyber Liability Cover** - cover extends to include your cyber liability transacted via the internet, the extranet, your own website, internet site, web address(es), or transmission of electronic mail or documents by electronic means. Cover is subject to a sub-limit of liability of £250,000 any one claim and in the period of insurance.
- **Legal Representation Costs Cover** - we will pay up to 80% of any reasonable costs and expenses incurred during the period of insurance with our prior consent for representation at properly constituted hearings, tribunals or proceedings arising out of any claim and which are not indemnified as Defence Costs. Cover will be subject to a sub-limit of liability of £10,000 in the period of insurance.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Minimum Approved Wording** - the wording is designed to provide the minimum insurance requirements in accordance with the last agreed policy wording of the Royal Institution of Chartered Surveyors General Council, in force at the inception date of this insurance. The minimum insurance requirements will take precedence over any terms, conditions, exclusions or limitations of the wording.

Significant Exclusions or Limitations

- **Claims Made Wording**
 - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
 - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Adjudications**
 - must be notified within two working days of your receipt of any notice of intention to adjudicate or at least 30 days before service by you of any notice of intention to adjudicate
 - immediate notice must be given to us of an ombudsman’s review of a case connected with your professional services.
- **Limit of Liability**
 - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule)
 - Defence Costs are payable in addition to the Limit of Liability.
- **Excess** – the insurance will be subject to an excess, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No excess applies to Defence Costs or Court Attendance Cover.
- **Cover exclusions:**
 - **Asbestos** – arising out of, based upon or attributable to:
 - i) Bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or
 - ii) Asbestos inspections carried out by you.
 - **Bodily injury/property damage** – unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.
 - **Contractual Liability** – except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
 - **Pre-assessment of cost** – Failure to make an accurate pre-assessment of the cost of performing your professional services.
 - **Directors’ and Officers’ Liability** – any Claim arising out of, based upon or attributable to any Claim made against an Insured in their capacity as a director, officer, trustee, Member or partner of the Company in respect of the performance or non-performance of their duties as a director, officer, trustee, Member or partner of the Company.
 - **Employers’ Liability** – any Claim by any person for bodily injury, sickness, disease or death incurred, contracted or occurring whilst under a contract of service or apprenticeship with an Insured or for any breach of any obligation owed by an Insured as an employer.
 - **Employment Practice Violation** – any Claim arising out of, based upon or attributable to any act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective employee or Insured Person of any Company.

Significant Exclusions or Limitations

- **Infrastructure** – arising out of, based upon or attributable to software or mechanical failure, electrical failure, including any electrical power interruption, surge, brown out or black out, or telecommunications or satellite systems failure, outside the direct control of an Insured.
- **FSMA** – Regulated Activities as defined in the FSMA, however, this exclusion will not apply to mortgage mediation activity and insurance mediation activity relating to general insurance contracts only which you have permission pursuant to Part IV of the FSMA.
- **Financial Return** – 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 your influence or control. This exclusion, however, shall not apply in respect of any survey or valuation of tangible property for the purpose of any sale, proposed sale, purchase or proposed purchase, or for insurance or stock valuation purposes.
- **Insolvency** – Insolvency administration or receivership of your business.
- **Surveys and valuations** – unless undertaken by, or under the direct supervision of, a properly qualified person.
- **Adjudications** – where the adjudicator is not independent or which do not allow for the adjudicator’s decision to finally determine the dispute or allow the adjudicator to disregard the legal entitlements of the parties or which place any conditions upon the timing of commencement of proceedings.
- **Pollution** – Pollution, or pollution resulting from environmental audits undertaken by you. This exclusion, however, shall not apply in respect of your negligence, structural design or specification or failure to report a structural defect in a property and which relates solely to the cost of re-designing, re-specifying, remedying and/or rectifying the defective structure. The limit of liability for such cover will be in the aggregate for the period of insurance.
- **Prior Claims/circumstances** – Previous claims or circumstances.
- **Prior Acts** – before the Retroactive Date stated in your Schedule.
- **Supply of goods** – or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by you. This exclusion will not apply to project models or displays.
- **Trade debts** – incurred or guarantee given by you for a debt.
- **Ownership, possession or use** – by or on behalf of aircraft, watercraft, hovercraft, motor vehicle or trailer, or buildings, structures, premises land or property (mobile or immobile) or that part of any building leased, occupied or rented by you.
- **U.S.A./Canada** – Claims brought in the United States of America or Canada.
- **War or Terrorism**
- **Nuclear**
- **Sanctions**

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www.allianz.co.uk

Allianz Insurance plc. Registered in England number 84638.
Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.



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