

Contractors Premier Aggregate Professional Indemnity Insurance Policy – Key Facts

This document gives a summary of the most important covers, advantages, limits and exclusions of your Contractors Premier Aggregate Professional Indemnity wording underwritten by Choice Insurance Agency Limited on behalf of International General Insurance Company (UK) Limited. This summary does not contain the full terms and conditions of the Policy which is in the wording itself.

Cancellation by you

You are entitled to cancel this Policy within 14 days of the date of the start of the Policy or from the date you receive your Policy document, whichever is later. If cancelled by you according to this provision you will receive a full return of premium. But, if there has been any claim or circumstance which has caused Insurers to make any payment or place them under an obligation to pay, then you must reimburse Insurers for any such payments.

Important Notice Regarding Claims and Material Facts

You must provide us with any and all information that is material to Insurers underwriting your risk. Any failure to do so may invalidate your Policy.

In the Policy certain conditions are stated to be conditions precedent to the right to be indemnified. These conditions must be complied with before Insurers will agree to provide indemnity. A claim or a circumstance which is likely to give rise to a claim must be notified to Insurers as soon as practical and never more than 14 days after receipt of any claim. Both claims and circumstance must be notified within the period of the insurance.

Your broker/advisor should advise you further on these important features of the Policy.

Claim Notification

All claims and circumstances which are notified under the Policy should be addressed in writing to:

The Claims Manager

Caytons Law

85 Gracechurch Street, London, EC3V 0AA.

Or via email at claims@caytonslaw.com

Complaints Procedure

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

The Claims Manager

Choice Insurance Agency limited

4th Floor

Gateway Building

10 Elmer Approach

Southend-on-Sea

Essex

SS1 1LW

Or via email at Complaints@ChoiceInsuranceAgency.com

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

Key Facts

Cover

You are covered for your legal liabilities that have to be paid in respect of claims resulting from negligent acts, errors, or omissions arising from professional activities of your business.

There is also cover for the costs to mitigate a loss that would otherwise become a claim on the Policy and it also extends to cover liability you may have for the negligent acts, errors or omissions of sub-consultants and sub-contractors if they have sufficient insurance themselves.

The Policy also provides cover for breach of copyright, breach of warranty of authority, liability arising from: collateral warranties; CDM regulations; any duty to warn; libel and slander; and any implied fitness of purpose.

With the Insurers written consent there is indemnity for defence costs and costs associated with replacement of lost documents.

These covers are subject to an aggregate limit of indemnity specified on the schedule of the Policy. The first amounts payable for any claim, including defence costs, are subject to an excess payable by you as specified on the Schedule.

Notable Exclusions

- Finally binding adjudication agreements
- Asbestos
- Directors and Officers liability
- Strict contractual liabilities
- Costs estimates
- Death, Bodily Injury and Property Damage
- Employer's liability
- Fines and Penalties
- Dishonest and Fraudulent Acts
- Insolvency
- Claims by companies in which you have controlling interests or in respect of joint ventures
- US and Canadian liabilities and any for any work or liability outside the territorial and jurisdiction limits of the Policy
- Claims or circumstances which should have been notified to previous policies
- Liability due to possession or use of land or vehicles
- Loss of business and profits
- Nuclear, war and terrorism risks
- Any cover that would be incompatible with sanctions of the EU or UK
- Liability covered under other insurance
- Pollution
- Process Engineering
- Unforeseen ground conditions
- Own profit in mitigation
- Trading losses
- Workmanship