

Aviva Professional Indemnity for Architects & Engineers Summary of Cover

Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Type of Insurance and Cover:

The Architects and Engineers Professional Indemnity policy cover will protect you from financial loss, which arises as the result of a claim made against you for breach of professional duty. It covers legal defence costs as well as damages payable for the claim itself.

Professional indemnity insurance operates on a 'claims made' basis. This provides cover only for claims made and reported to us in accordance with the claims notification condition. Once a policy has expired there is no cover in force in respect of claims that may arise even if the claim relates to work undertaken during the period of policy cover.

Some policies may include a "retroactive date", shown on the schedule of the policy, which excludes claims arising from work done prior to this date.

Name of the Insurer - The insurer of the policy is Aviva Insurance Limited.
Aviva Insurance Limited. Registered in Scotland, No. 2116.
Registered Office: Pitheavlis, Perth PH2 0NH

Cut Red Tape

- A 'one-stop' website to help our customers overcome the burden of red tape. Available exclusively to Aviva commercial policyholders.
- Advice and information available for Finance, Sales and Marketing, Employment Law, Legal advice, Risk Management and much more. Accessible 24 hours a day, 365 days a year.
- Visit <http://www.aviva.co.uk/cutredtape>

Professional Indemnity - Cover, Features and Benefits

Main cover:-

- Claims for any civil liability arising out of the conduct of the business:
 - i) Civil Liability includes but is not restricted to negligent acts or omissions, breach of professional duty, infringement of copyright, infringement of other intellectual property rights, breach of confidentiality, defamation, dishonest or fraudulent acts or omissions, loss of documents arising out of the conduct of the business
- Adjudicator awards made under the Housing Grants Act
- Costs incurred to mitigate a claim
- Asbestos – Civil liability arising from negligent act or omission excluding claims arising from asbestos surveys and bodily injury based on RICS minimum requirements (standard inner limit £250,000)
- Pollution- Civil liability arising from negligent acts or omissions excluding claims arising from Environmental Audits as per RICS minimum requirements
- Your liability as a member of a Joint Venture
- Automatic cover for the acquisition of another firm during the period of insurance

Additional Cover Includes:

- Legal Costs - costs incurred in the defence of proceedings brought against the insured under statutory legislation such as HASAWA, Estate Agents Act, CDM Regulations with a limit of £150,000 in any one Period of Insurance
- Representation costs - costs incurred for representation at hearings and tribunals relating to matters that may become a claim under the policy with a limit of £15,000 in any one Period of Insurance
- Payment for court attendance - compensation if attending court as a witness when defending a claim with a limit of £500 per day subject to a maximum of £15,000 in any one Period of Insurance

Exclusions and Limitations

- Cover excludes those civil liabilities not normally covered by a professional indemnity policy – Employers' Liability, Public & Products Liability, Property Owners Liability, Directors & Officers Liability, Motor, Marine, Aviation
 - Cover excludes express warranties or guarantees; fines or penalties or any punitive or exemplary damages
 - Cover excludes claims brought or defended in the USA or Canada; war & terrorism, nuclear and radiation risks
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Duration of Policy

The policy will remain in force for 12 months from the date of commencement, or as otherwise shown on your policy schedule.

Cancellation

You may cancel this policy at any relevant time after the date We have received the premium, by providing 30 days' notice in writing to Us.

If you do not pay the premium (or any part of the premium under the payment option you have chosen) by the due date, we may cancel this policy with effect from the end of the last period for which a payment has been made.

We may cancel this policy by sending notice to your last known address.

If you have paid your premium, you may be entitled to a refund subject to a deduction for the time for which you have been covered and provided there has been no claim or incident likely to give rise to a claim.

How to Claim

If you need to make a claim please call our claims line on **0845 302 8408**. Our line operates 9am to 5pm, Monday to Friday.

Please have your policy number to hand when calling.

For our joint protection telephone calls may be recorded and/or monitored.

Complaints Procedure

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact.

Aviva is covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the type of insurance and circumstances of your claim.



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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority..

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