

## Design & Construct Professional Indemnity - Policy Summary

The information provided in this Policy Summary is key information which you should read.

This Policy Summary does not contain the full terms and conditions of your Professional Indemnity wording. These can be found in the Policy Document. This Policy Summary should be read in conjunction with your Policy Schedule or Quotation.

The insurance cover from the Policy is valid for the duration as specified in your Policy Schedule. You may need to review and update your Policy Schedule periodically to ensure adequacy of cover.

Your policy is administered by NBS Underwriting and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

**Please Note: This Policy Summary may be amended by optional extensions and endorsements to your cover as per your individual Policy Schedule.**

**This Professional Indemnity Insurance Policy will provide you with coverage on a claims made basis for claims which are first made and notified to the Insurer during the Period of Insurance.**

### SIGNIFICANT FEATURES AND BENEFITS OF COVER

#### Cover can be provided for:

Any Claim made against the Insured for civil liability arising from the conduct of the Insured's business, including:

- Negligent acts, errors, omissions, or breach of duty
- Dishonest or fraudulent acts
- Unintentional breach of confidentiality
- Unintentional libel or slander

Civil liability is any non-criminal liability the Insured may incur which is not specifically excluded

Insured's defence costs and expenses in defending a claim for legal liability arising from the conduct of the Insured's professional business

Insured's defence costs and expenses for prosecution brought under the Data Protection Act £50,000 in the aggregate

Dishonest or fraudulent act or dishonest or fraudulent omission by an Employee

Loss of professional Documents £250,000 in the aggregate

Mitigation of Loss

Insured's court and mediation attendance costs £10,000 in the aggregate

Asbestos £500,000 in the aggregate

Pollution (sudden and accidental) £500,000 in the aggregate

Adjudicator awards in accordance with the relevant clauses of the Housing Grants, Construction and Regeneration Act 1996



SIGNIFICANT EXCLUSIONS AND LIMITATIONS OF COVER
Any liability, loss, costs incurred, act, error, or omission occurring before the retroactive date specified in the schedule
Bodily Injury to any person unless arising from any breach of duty in the performance of (or failure to perform) Professional Services
Claims brought in or arising from professional business carried out in the USA and Canada
Claims or circumstances known prior to the period of insurance
Contracts for provisions of goods or services
Cyber Liability
Damage to Property including the loss of use thereof unless caused directly by a breach of professional duty
Defective Workmanship or defective materials or the failure to supervise or inspect work carried out
Employers' Liability
Fire Safety - any aspect of fire safety or fire performance of a building or structure
Individual indemnity to a dishonest partner, director, member, or employee, past or present, and any amount recoverable from such persons by the Insured
Insolvency of the Insured
Pollution and contamination that is not sudden and accidental
The deductible as stated in the Policy Schedule with specific deductibles of £1,000 for loss of documents, £1,000 for Data Protection and £1,000 in respect of Prosecution Defence Costs
Trading losses, fines and penalties

**Please refer to Pages 11-16 of your Policy Wording for further details and all Exclusions to cover.**

## NOTIFYING A CLAIM

In the event of a claim or any circumstance that is likely to result in a claim, notification must be immediately made to:

**By post:** Caytons Claims Ltd, 10A, Tower 42, 25 Old Broad Street London EC2N 1HQ

**By email:** [claims@caytonslaw.com](mailto:claims@caytonslaw.com)

**By phone:** 0207 398 7600

The above must be provided with as much information as possible about the claims, including any information which may be required immediately upon request. No admission of liability or payment offer can be made by you without prior written consent of the Insurer.

## COMPLAINTS PROCEDURE

If you have a query or complaint regarding your Claim, please contact:

**By post:** Caytons Claims Limited, 10A, Tower 42, 25 Old Broad Street,  
London EC2N 1HQ

**By email:** [claims@caytonslaw.com](mailto:claims@caytonslaw.com)

**By phone:** 0207 398 7600

Should you wish to make a complaint about the Policy or the service we offer please contact:

**By post:** NBS Underwriting, NBS House, Aire Valley Business Park,  
Wagon Lane, Bingley BD16 1WA

**By phone:** 0333 032 5000

When making a complaint, please include in any initial correspondence, details of your complaint and Policy, including your Policy reference number, to enable the enquiry to be dealt with efficiently.

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service.

**Contact details:** The Financial Ombudsman Service. Exchange Tower, Harbour Exchange London E14 9SR

**Tel:** 0800 023 4567

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint does not affect your right to take legal action.