

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

July 2022



Insurer**HCC International Insurance Company Plc**

Scope of cover	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).
Limit of Indemnity	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).
Defence Costs	Legal Defence costs incurred in defending a claim will be paid in addition to the limit of indemnity other than in respect of pollution or asbestos claims, where Legal Defence costs will be paid within the limit of indemnity.
Policy Excess	The policy excludes, in respect of each and every claim, the amount specified in the Schedule of Insurance and/or Policy Document.
Retroactive Date	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.
Geographical Limits	Worldwide excluding USA/Canada
Jurisdiction	Worldwide excluding USA/Canada
Principal Extensions	<ol style="list-style-type: none">1. £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.2. Full Policy Limit in the aggregate in respect of any award made by an ombudsman to the extent that it is legally enforceable against the Insured.3. £250,000 in the aggregate (limit applies in total across this extension and extension 4 below) in respect of legal costs and expenses incurred in the defence of any proceedings brought under the Consumer Protection from Unfair Trading Regulations 2008, the Estate Agents Act 1979, or the prevailing listed building, building regulation or health and safety legislation arising in the ordinary course of the Insured's professional business.4. £250,000 in the aggregate (limit applies in total across this extension and extension 3 above) for Legal Representation costs.5. £250,000 in the aggregate in respect of legal costs and expenses incurred in the defence of any criminal proceedings brought under The Data Protection Act or similar legislation.6. £500 per day for any principal, partner or director and £200 per day for any employee up to £25,000 in the aggregate for Court Attendance.7. Full Policy Limit in the aggregate for Loss of Documents and to mitigate or avoid a loss or potential loss that otherwise would be the subject of a claim under this Policy.

8. £50,000 in the aggregate for Auditors Fees to substantiate the amount of any claim arising from any dishonest, fraudulent, malicious or illegal act or omission of the Insured or any Employee.
9. £25,000 in the aggregate for costs and expenses incurred in prosecuting any claim for infringement of intellectual property rights vested in the Insured.

Principal Exclusions

Bodily injury of any employee whilst in the course of their employment for or on behalf of the Insured or breach of any obligation owed to an employee or potential employee

Bodily injury or any loss, damage or destruction of property unless emanating from the Insureds negligent advice, design, specification, formula or breach of professional duty.

Ownership, possession or use by or on behalf of the Insured of land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle.

Dishonesty or fraud of any Insured or Employee unless a claim arises as a result of any client of the Insured suffering a loss.

Contractual liability arising directly or indirectly from any breach or alleged breach of any contractual duty or duty of care owed or alleged to have been owed by the Insured to any third party and which is more onerous than any duty that would otherwise be implied by common law or statute save for any liability arising out of the ordinary course of the professional business in consequence of or arising from entering into any collateral warranty, duty of care agreement or any similar agreement, provided that, in so doing, the Insured does not make itself liable:

- a. to provide a level of service or produce a result beyond the scope of any duty that would otherwise be implied by common law or statute; or
- b. to any greater extent or for any longer a period than is the case under the agreement with the person or party with whom the Insured originally contracted to perform the same work; or
- c. under any financial guarantee, for any contractual penalty or for liquidated damages.

Goods or products sold, supplied, repaired, altered, manufactured, installed or maintained; or buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished; by the Insured or any related company or sub-contractor.

Any claim or circumstance the Insured was or should have been aware of prior to the inception of this policy.

Any work in carried out outside the geographical limits.

Any claims brought in, or subject to the laws of, the USA or Canada.

Penalties, fines, multiple, exemplary, liquidated or other non-compensatory damages.

Any claim made upon the Insured by any financially associated person or entity unless such claim emanates from an independent third party.

Any claim or circumstance that arises out of any act or omission of the Insured that occurred prior to the retroactive date of the policy.

Asbestos other than as covered by the policy.

Directors & Officers Liability or Pension Fund Trusteeship.

Claims arising directly or indirectly from the infringement of any patent.

Any Survey or Valuation report prepared by or on behalf of the Insured.

Claims arising directly or indirectly out of any agreement to provide construction or engineering works, or consultancy or design services where these are provided as part of an agreement to provide construction or engineering works, whether such works are provided by the Insured or by any sub-contractor of 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 market and which are outside the influence or control of the Insured.

Insolvency or bankruptcy of the Insured, other than claims in respect of monies held on behalf of third parties. Trading losses or trading liabilities incurred by the Insured or the actual or alleged over-charging or improper receipt of fees by the Insured.

Any claim arising out of any regulated activity within the meaning in the Financial Services and Markets Act 2000 ("FSMA") even if, by virtue of an order of the Treasury under FSMA, the Insured is regarded as not carrying on regulated activity by way of business and any activity which, under FSMA, constitutes engaging in or communication or inducement to engage in investment activity.

Any costs or expenses associated with the investigation, conduct or settlement of any case(s) accepted by an ombudsman for review in his position as ombudsman.

Any arbitration award made where the seat of the arbitration was located outside England, Wales, Scotland or Northern Ireland save with the prior written consent of the Insurer.

Losses arising from War, Terrorism, Radiation or Nuclear contamination.

Any decision made against the Insured by an adjudicator who was not independent of the parties to the dispute, finally determines the dispute and/or disregards the legal entitlements of the parties in order to reach a decision based on commercial or other considerations.

Any claim where the adjudication provisions in the contract place restrictions upon the timing of the commencement of legal or arbitration proceedings (for the sake of clarity this does not apply to adjudication proceedings).

General Conditions

In the event of any dispute arising between the Insured and the Insurer concerning the policy, the parties submit to the courts of England and Wales who shall have exclusive jurisdiction to determine any such dispute provided always that any dispute:

- a. as to the correct interpretation of the definition of Professional business; or
- b. regarding the application of the Non-disclosure General Condition

shall be referred to arbitration in accordance with English law and procedure to any person nominated by the President for the time being of the Royal Town Planning Institute, whose decision shall be binding on both parties

The Insurance Act 2015 applies in respect of remedies available to the Insurer regarding any failure of the Insured to make a fair presentation of the risk to the Insurer.

**Claims Conditions
(Precedent to Liability)**

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 as soon as the Insured become aware of it.

It is a condition precedent of the Insureds right to be indemnified under the policy that the Insured shall inform the Insurer as soon as possible, and in any event within 28 days (whilst still within the period of insurance) of the receipt, awareness or discovery of:

1. any claim made against them
2. any notice of intention to make a claim against them
3. any circumstance
4. the discovery of any reasonable cause for suspicion of dishonesty or fraud

It is also a condition precedent of the policy that the Insured notify Insurers within 2 working days of receipt of any adjudication notice, receipt of any indication of intention to serve the Insured with an adjudication notice, becoming aware of any circumstance in which the commencement of an adjudication involving the Insured is likely.

Failure to notify a circumstance of which the Insured becomes aware, during the policy period, will result in any subsequent claim being uninsured

The Insured shall not admit liability, make any offer for or settle any claim, or incur any costs or expenses without the prior written consent of the Insurer.

Contact



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